

20294

**as Beneficiary,**

**WITNESSETH:**

as Beneficiary, **WITNESSETH:**  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
in Klamath County, Oregon, described as:

Parcel 1: Lots 1 and 2, Block 5, EXCEPT the Westerly 10 feet of ORIGINAL TOWN OF BONANZA, in the County of Klamath, State of Oregon.

Parcel 2: The Easterly 100 feet of Lots 8, 9, and 10 and the West 10 feet of Lots 1 and 2, Block 5, ORIGINAL TOWN OF BONANZA, in the County of Klamath, State of Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

sum of TEN THOUSAND 2 (\$10,000.00) Dollars, with interest thereon according to the terms of a promissory note which represents the final payment of principal and interest hereof, it

note of even date herewith, payable to beneficiary or order and made by grantor, the \_\_\_\_\_, 19\_\_\_\_, and the date of maturity of said note shall be due and payable \_\_\_\_\_ February 1 \_\_\_\_\_, 19\_\_\_\_, on which the final installment of said note

The date of maturity of the debt secured by this instrument is the date, \_\_\_\_\_, when it becomes due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and to permit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, and pay when due all costs incurred therefor.

3: To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to pay for filing same in the public office as the beneficiary may require and to pay for filing same in the public office as the beneficiary may require and the cost of all lien searches made for the proper public office, or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

beneficiary. . . . and continuously maintain insurance on the building

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ 47,000.00 - \$ 20,000.00 written in \_\_\_\_\_ with loss payable to the latter; and

[illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon said premises, the undersigned hereby covenants and agrees to pay against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the owner of said premises, and to make payment of any taxes, assessments and other charges levied or assessed upon said premises.

against said property, and any charges become past due or delinquent and promptly pay the same to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to pay the same, the beneficiary may, at its option, make payment thereon out of the principal of the trust.

by direct payment of the proceeds of the sale of the property to the beneficiary may, at its option, make payment of the proceeds of the sale of the property to the beneficiary in installments, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of the trust deed, shall be added to and become a part of the debt secured by the trust deed, and the beneficiary shall be deemed to have waived any rights arising from the breach of any of the provisions of the trust deed.

trust deed, shall be added to and become a part of the trust deed; without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the promisor hereinbefore described, as well as the grantor, shall be bound to pay the same. It is also certain that they are bound for the payment of the obligation hereinbefore described, and that the same shall be immediately due and payable when the same shall be demanded.

same extent that they are bound for the payments described, and all such payments shall be immediately due and payable without notice; and the nonpayment thereof shall, at the option of the beneficiaries, render all sums secured by this trust deed immediately due and payable at the election of the beneficiaries of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees and expenses.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any action or proceeding in which the beneficiary or trustee may appear, including any action or proceeding in which the beneficiary or trustee is required to pay all costs and expenses, in connection with or in enforcing the security rights or powers of beneficiary or trustee actually incurred.

action or proceeding in which the beneficiary or trustee of the trust is a party, any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees, amount of attorney's fees mentioned in this paragraph 7 in all cases shall be paid by the beneficiary or trustee of the trust, and in the event of an appeal from the judgment of the trial court and in the event of an appeal from any judgment of the trial court, such sum as the

amount of attorney's fees to be paid by the grantor shall be determined by the court and in the event of an appeal from the decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right to require that all or any portion of the monies payable therefor be paid to the beneficiary in excess of the amount payable to the other party.

right, if it so elects, to require that all or any portion of the amount paid as compensation for such taking, which are in excess of the fees necessarily paid to pay all reasonable costs, expenses and attorney's fees shall be paid to beneficiary or beneficiaries of the trust upon any reasonable costs and expenses and attorney's fees actually paid or incurred by the trust.

[illegible]

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the notary's certificate (if any) shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

[illegible][illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In the event the beneficiary at his election may proceed to foreclose this trust deed as provided herein as a mortgage or direct the trustee or beneficiary or the trustee shall execute and cause to be recorded a written notice of default and his election to sell the said real property to satisfy the obligation secured hereby and as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.739.

\_\_\_\_\_  
Beneficiary by advertisement a

13. After the trustee has commenced foreclosure by advertisement as provided in ORS 86.735 to 86.737, the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person may be privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than any acceleration as would then be due had no default occurred. If the default consists of a failure to perform being cured may be cured by tendering the performance required under the obligation or performance, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary the costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said property may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and may sell the parcel or parcels at auction to the highest bidder in cash, payable at the time of sale. The trustee shall execute the deed of sale to the purchaser its deed in form as required by law. The sale of the property so sold, but without any covenant or warranty, shall be conclusive proof of the truthfulness of the deed of sale. No fact shall be conclusive proof of the truthfulness of the deed of sale if the fact shall be conclusive proof of the truthfulness of the deed of sale of the person, excluding the trustee, but including the beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, the proceeds of sale shall apply to the payment of (1) the expenses of sale, (2) the compensation of the trustee and a reasonable charge by trustee for his services, (3) to the obligation secured by the mortgage, (4) to the interest of the trustee in the above recorded liens subsequent to the date of their recording, (5) to the interest of their priority and (6) to the interest of the grantor or his successor in interest entitled to the proceeds, if any.

16. Beneficiary may from time to time appoint a successor or successors to be the trustee hereunder, and to any successor trustee appointed hereunder, upon written appointment, and without conveyance, in the following manner: The trustee shall be vested with all title, power, authority and discretion of the trustee herein named or appointed. Each such appointment of any trustee herein named or appointed by instrument executed by beneficiary upon the trustee shall be made by a written instrument executed by beneficiary and substitution shall be made by the trustee in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment, and the trustee so appointed shall be deemed to be the trustee hereunder.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed in trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said-described real-property and has a valid, unencumbered title thereto except for those easements, and encumbrances now of record.

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on October 19, 1986, by

Bobby R. Castle and Sandra V. Bidle

N. Eugene F. Addington  
Notary Public for Oregon

My commission expires: 3-22-89

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(SEAL)

# REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_

DATED: \_\_\_\_\_, 19\_\_\_\_

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

## TRUST DEED

(FORM NO. 881-1) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor \_\_\_\_\_  
Beneficiary \_\_\_\_\_

AFTER RECORDING RETURN TO \_\_\_\_\_

Aspen Title  
Attn: Collection  
Dept

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_ Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_

Deputy

PARK PLACE REAL ESTATE CO/BOBBY R. CASTLE/SANDRA V. BIDLE

20296

TRUST DEED

SUPPLEMENTAL CONDITIONS

1. This trust deed is intended to be a part of the sale of certain real and personal property. The real property is listed on page 1 hereof. The personal property consists of the following:

Miscellaneous groceries and beverages  
3 coolers  
Shelving and counters  
Cash register

The beneficiary retains a security interest in said equipment as evidenced by a UCC-1 statement which is executed and filed contemporaneously herewith.

2. The Grantor will maintain fire insurance in the amount of \$14,000.00 on the above listed personal property.

DATED this 27th day of October, 1986.

PARK PLACE REAL ESTATE CO.  
RECORDED

*Bobby R. Castle*

Bobby R. Castle

By *J. L. McGuire*  
authorized signature

*Sandra V. Bidle*  
Sandra V. Bidle

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of \_\_\_\_\_ November \_\_\_\_\_ A.D., 19 86 at 1:22 o'clock P M., and duly recorded in Vol. 236  
on Page 20294  
Mortgages

FEE \$13.00

Evelyn Biehn, County Clerk  
By *Ann Smith*